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Tel. & Tel. Co. v. Danaher (1915) 238 U. S. 482. The stipulation in the principal case would seem justifiable, for the contract itself and the bill furnish sufficient notice for the ordinary man. Service to the public will suffer if everyone can force a company to begin to take out connections in order to secure payment, and can defeat even this by a belated tender of the amount due. It does not necessarily follow that the delayed payment of one's back debts is a satisfaction of a contract previously broken. If this decision is to be justified, it must be on the ground that the provision was designed to be only a method of enforcing the rental charge, and that public policy will not permit such a corporation to enforce its contract to the letter, when the consumer is willing to pay the amount owed at the time the contract was broken. *Royal v. Cordele* (1909) 132 Ga. 125.

J. E. H.

TELEGRAPH AND TELEPHONES—ERROR IN TRANSMISSION OF MESSAGE—LIABILITY TO ADDRESSEE.—*PENOBSCOT FISH CO. v. W. U. TEL. CO.* (1916) 98 ATL. (CONN.) 341.—The defendant telegraph company accepted in Connecticut a message to be transmitted to the plaintiff in Maine. By the defendant's negligence the message was delivered as an order for ten barrels of lobsters instead of one barrel. Plaintiff sent ten barrels, but the consignee refused to accept them. Held, that the plaintiff was entitled to recover damages caused by the defendant's error in transmission.

The offeror is bound by the terms of a telegraphic message as received by the offeree. *W. U. Tel. Co. v. Flint River Lumber Co.* (1902) 114 Ga. 576; *Ayer v. W. U. Tel. Co.* (1887) 79 Me. 493; *contra, Pepper v. W. U. Tel. Co.* (1889) 87 Tenn. 554. If the message appears on its face to be for the benefit of the sendee, he may sue the company as beneficiary of the contract between the company and the sender *Wadsworth v. W. U. Tel. Co.* (1888) 86 Tenn. 695; *W. U. v. Potts* (1907) 120 Tenn. 37. But the plaintiff in the principal case is not such a beneficiary as to entitle him to sue on the contract. He may, however, bring an action in tort. *Young v. W. U. Tel. Co.* (1889) 107 N. C. 370; *Stewart, Morehead & Co. v. Postal Tel. & Cable Co.* (1906) 131 Ga. 31. The addressee in such an action must show legal damage. *Rose v. U. S. Tel. Co.* (1867) 3 Abb. Dec. (N. Y.) 408. No legal damage is shown in the principal case since the offeror was bound by the message reaching the plaintiff. The decision can be justified then, only on the ground that it prevents circuity of action by allowing the addressee to recover from the company. The court in the principal case evidently assumed that the negligent act of the defendant was committed in Connecticut.

J. N. M.

WILLS—TRUST ESTATE—ASSIGNMENT TO WIFE.—*WEST v. BURKE* (1916) 113 N. E. (N. Y.) 561.—The plaintiff, on his wife's action for divorce, assigned to her in trust for life, \$15,000, which was to be held by the executors and trustees under the will of his father to be paid him out of the